State of Arkansas OFFICE OF STATE PROCUREMENT 1509 West Seventh Street, 3RD Floor 72201-3966 P. O. Box 2940 72203-2940 Little Rock, Arkansas

THIS IS A TERM CONTRACT ISSUED BY THE OFFICE OF STATE PROCUREMENT. THIS IS

STATE CONTRACT AWARD

NOT AUTHORITY TO SHIP. A SEPARATE PURCHASE ORDER WILL BE ISSUED. THIS CONTRACT CONSTITUTES ACCEPTANCE OF YOUR BID ALONG WITH ALL TERMS AND CONDITIONS THEREIN AND SIGNIFIES THE OFFERER'S KNOWLEDGE AND ACCEPTANCE OF ALL TERMS AND CONDITIONS SET FORTH WITHIN THE REQUEST FOR QUOTATION. BUYER: Julia Shackelford CONTRACT/BID NO.: SP-05-0104 ______ DESCRIPTION: TIRES CONTRACT PERIOD: OCTOBER 25, 2004 thru APRIL 30, 2006 _______ COMMODITY CLASS(ES): 86300 AGENCY CONTACT/PHONE: VARIOUS ARKANSAS STATE AGENCIES AND COOPERATIVE PURCHASING PROGRAM PARTICIPANTS DELIVERY REQUIREMENTS: AS SPECIFIED WITHIN PRICES ARE F.O.B. DESTINATION, INSIDE DELIVERY, UNLESS OTHERWISE SPECIFIED. INVOICE and DELIVER TO: AS SPECIFIED ON AGENCIES PURCHASE ORDER CONTRACT AWARD TO: SEE PAGE 2

DATE: 10-25-04

STATE OF ARKANSAS OFFICE OF STATE PROCUREMENT

Bridgestone/Firestone North American Tire LLC

Attn: Steve Green 535 Marriott Drive Nashville TN 37214 Phone: 615-937-3691 Toll Free: 800-543-7522 Fax: 615-937-3106

Group(s):

greensteve@bfusa.com www.bfntgovtires.com www.firestonetire.com www.trucktires.com

AASIS Vendor #100104785

The Goodyear Tire & Rubber Company

Attn: Jeanne Oberdier

1144 East Market Street - D/709

Akron, OH 44316 Phone: 330-796-4352

Toll Free: 888-453-0021 (2,2)

Fax: 330-796-3404

Group(s):

jeanne.oberdier@goodyear.com

www.goodyear.com/gov AASIS Vendor #100117109

Tire Centers LLC Attn: Kenneth W. Scott 1805 E. Roosevelt Road Little Rock, AR 72206 Phone: 501-372-0484 Fax: 501-374-2909

Group(s):

tci532mgr@tirecenters.com

www.tirecenters.com

AASIS Vendor #100001231

PURPOSE AND INTENT: To solicit and obtain competitive bids in order to establish a term contract by which users may obtain their annual requirements for new vehicle tires.

TERM OF CONTRACT: The effective period of this contract will be October 25, 2004 thru April 30, 2006 with an option to renew this contract two (2) additional times in one-year increments, or a portion thereof. Any such extension shall be by mutual agreement of both parties and in accordance with all original contractual terms and conditions.

SPECIAL TERMS AND CONDITIONS

1. DISTRIBUTION:

- a. Vendor must have a sufficient number of dealer/distribution (agent) locations within each of the state zone areas, on which the bid is based (see attached Arkansas State Zone list), to effectively service prospective customers, a minimum of 2 different towns in each zone. In addition, the successful bidder(s) must maintain a warehouse centrally located, which shall stock all popular size tires included in this Request for Quotation (RFQ).
- b. Dealer/Distributor Listing All bids should contain a list of dealer/distributor (agent) locations by name, address, and telephone number categorized according to zone(s). Failure to submit a dealer/distributor listing for all zones could result in vendors' disqualification for this Request for Quotation (RFQ).
- c. Certification A bid accompanied by a dealer/distributor list should be construed as that vendor's certification of assuming ultimate responsibility that each zone agent will fulfill all requirements of any resulting contract award. If the contractor (independent dealer) is not in complete control of the dealer/distributors, the bid must contain a signed statement from such dealer indicating his agreement to stock tires, service the contract and handle adjustments on behalf of the contractor. See attached form. If a problem occurs, the user shall notify the appropriate vendor(s) designated contact who will initiate prompt action in order to rectify the problem.
- d. Contact Vendor must list the name of a contact person, and a toll free or collect call telephone number, which may be notified should a problem arise that can not be handled on the dealer/distributor (agent) level.

Contact Name: SEE PAGE 2

Phone Number: SEE PAGE 2

e. Dealer/Distributor Definition - Any store, warehouse, or other type of business acting as an agent and certified by the successful contractor to have the ability to fulfill the requirements necessitated by any resulting contract award.

- 2. <u>WARRANTY</u>: Bidder must submit a copy of all warranty terms and conditions covering tires being offered within this RFQ. Failure or refusal on the part of the successful bidder(s) to make fair and reasonable adjustment(s) on defective merchandise within a reasonable length of time will be sufficient grounds for contract cancellation. Original shipment costs and returns for adjustment will be paid by user(s), when applicable. Shipment costs due to replacement, wrongful shipment, etc. will be borne by vendor.
- **PRICES:** Prices stated within the RFQ shall remain firm for the entire period of any resulting contract award. Vendor must also bid all tires in a group in order to be eligible for award of that group.
- **REPORTS**: Vendor must provide an accurate quarterly report showing size and number of tires purchased by each State agency, county, city, school district and/or municipality for each of the five (5) zones. This report shall be sent to the Office of State Procurement within ten (10) days following the end of each quarter.
- **5. QUALITY**: All tires purchased from any contract award resulting from this RFQ shall have been manufactured within the preceding six (6) months prior to delivery.

6. BASIS FOR AWARD:

- a. Bids will be considered only from manufacturers or dealers presently in business and who have been engaged in the production and/or sales of tires as their principle occupation for a period of at least two (2) years. Bid will be a percentage discount off latest published government price list, with all individual item prices reflecting the same discount offered for that section's items in the catalog. The catalog page number should be given for each item. Any price listed on price sheets that varies from the discount percentage bid will be adjusted to match that percentage.
- b. Only brand new, first quality (Class A) tires of the latest tread design equal to or better than original equipment will be considered for award. Bidding vendor shall furnish upon request documentation to validate tires offered are equal to or better than original equipment. Discontinued or obsolete tires are not acceptable within this bid and will be grounds for non-award or cancellation of contract and repayment for any deliveries, when discovered.
- c. Award will be a multiple award by group, with two bidders awarded in each group.

7. PURCHASE ORDERS AND INVOICES:

- a. Each user shall prepare and forward a purchase order to the nearest dealer/distributor listed on the award that handles the desired item(s). The purchase order upon receipt by the dealer/distributor shall act as authorization for shipment.
- b. Invoice shall cover all portions of the purchase (i.e., tire(s), balancing, valve stems, etc.) when forwarded to the purchasing entity. <u>Upon receipt of the invoice, payment will be made, but ONLY to the successful contractor at the address designated within the award.</u>
- **8. DELIVERY**: A purchase order for one (1) to four (4) tires, of the same size, must be filled (delivered) within forty-eight (48) hours after receipt of order. Exception: Off the Road and Agriculture (tractor) tires, a purchase order for one (1) to four (4) tires, of the same size, must be filled (delivered) within seven (7) days after receipt of order. A purchase order for five (5) to sixteen (16) tires, of the same size, must be filled (delivered) within ten (10) calendar days after receipt of order. Seventeen (17) or more tires, of the same size, will be delivered within thirty (30) calendar days, after receipt of order. The minimum order required to be shipped F.O.B. destination will be \$100.00 (net cost). On orders of less than \$100.00, the vendor may ship prepaid and add freight charges to the invoice. In instances where the vendor makes partial shipment of orders for more than \$100.00, shipments shall be made F.O.B. destination with no transportation charges added. At time of pickup or delivery vendor must accept with no additional charge at purchaser's discretion, a one for one exchange of old tire(s) (for disposal) for new tire(s).
- **9. EMERGENCY REQUIREMENTS**; In case of an emergency, the State reserves the right to purchase tires, tubes, related parts and services from the nearest vendor if an agent of the successful contractor is not immediately available. Also, in the event that a situation occurs, beyond the successful contractors' control, that prevents orders from being fulfilled, the State will obtain the needed commodities independently of this contract for the duration of such period. Evidence of inability to deliver must be furnished and accepted by the Office of State Procurement.
- **10. BALANCING AND INSTALLATION:** Balancing may be done at purchaser's discretion. The successful contractor or agent will mount new passenger or light truck tire(s) (plus dispose of replaced old tire(s) without additional charge) on automobile(s) and truck(s) with sixteen (16) inch rims or smaller (split rim installation is not authorized), free of charge if the vehicle is made available at successful contractor or agent location.

11. BID PROCEDURES:

- a. This Request for Quotation (RFQ) is divided into six (6) groups to facilitate bidding and simplify the award. Groups are as follows:
- (1) GROUP A: Radial tires with conventional, all season, mud, or snow tread for passenger vehicles.
- (2) GROUP B: Radial truck and bus tires (tubeless or with tubes).
- (3) GROUP C: Truck and bus tires.
- (4) GROUP D: Off the road tires.
- (5) GROUP E: Tractor tires, both front and rear.
- (6) GROUP F: Radial tires for police pursuit vehicles, with conventional tread and/or all season tread.

NOTE: Tires requested in GROUP F must meet or exceed the latest Department of Transportation V-1 Specification(s) for Radial Belt Tires and/or MVSS-109-110 dated January 1, 1968 or any current subsequent revisions thereof relating to certifiable tires operating at speeds in excess of one hundred and thirty (130) miles per hour.

- b. This contract is for the purpose of obtaining lately manufactured new tires and does not include trade-in(s), recapped/reconditioned or used tires.
- **12. SELLING TO COOPERATIVE PURCHASING PROGRAM PARTICIPANTS:** Arkansas Purchasing Law provides that local public procurement units (counties, municipalities, school districts, certain not-for-profit corporations, etc.) may participate in state purchasing contracts. The contractor(s) therefore agree(s) to sell to Cooperative Purchasing Program Participants at the option of the program participants. Unless otherwise stated, all standard and special terms and conditions listed within this Request for Quotation must be equally applied to such participants.
- **13. ESTIMATED QUANTITIES:** Estimated quantities listed within the contract are based upon actual usages from October 2003 through August 2004 as reported by the previous year's successful contractors. These quantities are for information purposes only, and shall not be construed as a guaranteed purchase by the state or the cooperative purchasing program participants.
- **14. REQUIRED DOCUMENTATION**: Bids may not be considered unless accompanied by the following:
 - a. Copy of manufacturer's warranty.
- b. Two hard copies of manufacturer's latest published government price list and descriptive catalog of the tires being offered.

15. NET PRICE LIST: Successful contractor will be required to supply the Office of State Procurement, within ten (10) days after notification of intent to award, a copy of the net price list covering all groups of tires offered within the bid either in an e-mail suitable for placing on the web, on disk or a web site available to all users.

16. <u>BIAS BELTED PASSENGER TIRES AND INDUSTRIAL TIRES</u>: Bias belted passenger car and those classified as industrial tires are not part of this contract. Requirements for bias belted and industrial tires can be fulfilled by following those procedures defined within the latest edition of The Arkansas Purchasing Law and Regulations, as amended.

17. ARKANSAS CODE ANNOTATED OF 1987 AT SECTION 8-9-404, WASTE TIRE FEES:

In conjunction with this Law, tire retailers must collect a fee of two dollars (\$2) for each new motor vehicle tire (tractor tires are excluded from this tax; exceptions to truck tires see below) sold as a result of this award. No tax can be charged on this fee. Light truck tires are an additional (\$3) three dollars.

The following districts have imposed an additional fee to properly remove and dispose of truck tires (tires with a rim size greater than 19.5"):

Pulaski County Solid Waste Management District - \$2.25 per tire (in addition to \$2.00 fee) for a total of \$4.25 per truck tire.

Four County Solid Waste Management District - \$1.57 per tire (in addition to \$2.00 fee) for a total of \$3.57 per truck tire (Benton, Carroll, Washington and Madison counties).

18. MINIMUM COST FOR REQUIRED CONTRACT USAGE:

The dollar limit for exemption from the tire contract has been raised to \$500. This allows maximum flexibility. Emergency approval of OSP is not required. State agencies will not use this exemption to avoid the mandatory statewide contract.

19. PERCENTAGE DISCOUNT BID.

Bid will be a percentage discount off latest published government price list, with all individual item prices reflecting the same discount offered for that section's items in the catalog. The catalog page number should be given for each item. Any price listed on price sheets that varies from the discount percentage listed will be adjusted to match the percentage bid.

NOTE: List of any deviations from requirements listed in this bid, if any.

OFFICIAL BID PRICE SHEET

GROUP A: Passenger Tires, Tubeless, radial, steel belted, <u>conventional and/or all- season tread</u>, load range B.

VENDOR I: Goodyear Tire & Rubber

Brand or Manufacturer: Goodyear

<u>ITEM</u>	UNIT PRICE	SIZE	PRODUCT CODE	<u>MANUFACTURER</u>	AASIS MATERIAL #
1.	\$29.89	P185/70 R14	402-102-477	GOODYEAR	10011273
2.	\$30.13	P185/75 R14	402-853-436	GOODYEAR	10011274
3.	\$30.92	P195/70 R14	402-827-047	GOODYEAR	10011275
4.	\$31.19	P195/75 R14	402-645-436	GOODYEAR	10011276
5.	\$32.28	P205/75 R14	402-728-436	GOODYEAR	10011277
6.	\$37.19	P215/75 R15	402-391-436	GOODYEAR	10011282
7.	\$51.23	P215/60 R15	100-430-200	GOODYEAR	10114157
8.	\$35.93	P205/75 R15	402-705-436	GOODYEAR	10011281
9.	\$51.80	P215/60 R16	187-009-016	GOODYEAR	10112027
10.	\$36.85	P215/70 R15	402-431-047	GOODYEAR	10011283
11.	\$39.83	P225/70R15	402-392-436	GOODYEAR	10011285
12.	\$38.50	P225/75 R15	402-692-436	GOODYEAR	10011286
13.	\$44.52	P235/75 R15	150-406-077	GOODYEAR	10011287
14.	\$43.80	P225/60 R16	402-013-477	GOODYEAR	10122552
15.	\$43.08	P235/70 R15	116-969-011	GOODYEAR	10122551
16.	\$38.93	P225/75R16	773-017-431	GOODYEAR	10115532

GROUP A CONTINUED: Passenger Tires, Tubeless, radial, <u>mud and snow tread</u>, load range B (all-season tread not acceptable).

VENDOR I: Goodyear Tire & Rubber

Brand or Manufacturer: Goodyear

<u>ITEM</u>	UNIT PRICE	SIZE	PRODUCT CO	<u>DDE</u>	MANUFACTURER	AASIS MATERIAL #
17.	\$52.08	P225/75 R15	766-692-405		GOODYEAR	10011291
18.	\$54.22	P235/75 R15	766-710-405		GOODYEAR	10011292
			Balance:	\$10.00	0	10108569
			Valve Stems	\$3.00		10108569

Tires sizes not specifically listed in Group A must be purchased at *_% discount from

Federal Open Market & net government price list dated April 1, 2003

Manufacturer: Goodyear *48% - Auto

*38% - Light Truck Radial *20% - Light Truck Bias

GROUP A: Passenger Tires, Tubeless, radial, steel belted, <u>conventional and/or all- season tread</u>, load range B.

VENDOR II: Bridgestone Firestone

Brand or Manufacturer: Firestone, Bridgestone

<u>ITEM</u>	UNIT PRICE	SIZE	PRODUCT CODE	<u>MANUFACTURER</u>
1.	\$33.15	P185/70 R14	148-104	Firestone
2.	\$32.31	P185/75 R14	097-942	Firestone
3.	\$34.84	P195/70 R14	148-138	Firestone
4.	\$33.73	P195/75 R14	098-000	Firestone
5.	\$35.76	P205/75 R14	098-043	Firestone
6.	\$38.75	P215/75 R15	098-329	Firestone
7.	\$47.24	P215/60 R15	107-549	Firestone
8.	\$37.11	P205/75 R15	098-051	Firestone
9.	\$53.11	P215/60 R16	096-326	Firestone
10.	\$41.17	P215/70 R15	098-116	Firestone
11.	\$45.90	P225/70R15	005-525	Firestone
12.	\$40.40	P225/75 R15	098-353	Firestone
13.	\$42.27	P235/75 R15	098-361	Firestone
14.	\$55.73	P225/60 R16	069-922	Firestone
15.	\$49.46	P235/70 R15	118-656	Firestone
16.	\$72.24	P225/75R16	062-294	Bridgestone

GROUP A CONTINUED: Passenger Tires, Tubeless, radial, <u>mud and snow tread</u>, load range B (all-season tread not acceptable).

VENDOR II: Bridgestone Firestone

Brand or Manufacturer: Firestone, Bridgestone

<u>ITEM</u>	UNIT PRICE	SIZE	PRODUCT CODE	MANUFACTURER
17.	\$43.60	P225/75 R15	091-103	Firestone
18.	\$45.70	P235/75 R15	091-146	Firestone

Balance: \$8.00 10108569

Valve Stems \$2.00 10108569

Tires sizes not specifically listed in Group A must be purchased at **_% discount from

Firestone net government price list dated February 1, 2004.

Manufacturer: Firestone

*20% - Firestone Passenger

o 0% - FR380, FR440, supreme ST, F560, F570)

*20% - Bridgestone Passenger

*10% - Bridgestone Light Truck

GROUP B: Radial Truck and Bus Tires - Highway Rib, tubeless and tube type. Tires must be all position tires except where noted.

VENDOR I: Tire Center

Brand or Manufacturer: Yokohama, General, Uniroyal

ITEM	UNIT PRICE	SIZE	PROD	OUCT CODE	MANL	JFACTURER	AASIS Material #
19.	\$71.53	31X10.50R15 C		71813		Uniroyal	10011293
20.	\$24.20	750/R16D		21504		Yokohama	10011294
21.	\$146.75	900/R20F		78508		Yokohama	10011295
22.	\$197.39	900/R20F M+S		0539103		General	10011296
23.	\$221.42	10.00 R-20 G14		1539104		General	10011297
24	\$181.88	10.00 R-20 M+S,14P	PLY	71303		Yokohama	10011298
25.	\$50.42	10R22.5 F		78524		Yokohama	10011300
26.	\$66.50	LT235/75R15 C		57798		Uniroyal	10011301
27.	\$70.90	LT 215/85R 16D		72675		Uniroyal	10011302
28.	\$70.60	LT 235/85R 16E		82603		Uniroyal	10011303
29.	\$184.78	11.R22.5 G		0568371		General	10011304
30.	\$214.16	11.R22.5 G M+S		0568005		General	10011305
31.	\$209.31	11.R24.5 G		0568373		General	10011307
32.	\$70.05	LT225/75R16D		53463		Uniroyal	10011308
33.	\$75.12	LT225/75R16D M+S		82576		Uniroyal	10011309
34.	\$87.03	LT225/75R 16 E		90332		Uniroyal	10011310
35.	\$76.70	LT235/85R16E M+S		95873		Uniroyal	10011311
36	\$71.69	LT245/75R16 E 10		86142		Uniroyal	10011312
37.	\$80.37	LT245/75R16 M+S,E	10	70271		Uniroyal	10011313

STATE OF ARKANSAS REQUEST FOR QUOTATION

cont. Group B	<u>~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ </u>	AASIS MATERIAL #
Installation for Tires Larger than 16" or Split Rim	\$20.00	10108569
Balance for Larger than 16"	\$20.00	10108569
Balance for 16" and Smaller	\$12.50	10108569
Valve Stems	\$5.00	10108569

Tire sizes not specifically listed in Group B must be purchased at $\underline{\text{see below for } \%}$ discounts from $\underline{\text{see}}$ $\underline{\text{below}}$ net government price list dated $\underline{\text{see below}}$.

Manufacturer:

Uniroyal BFGoodrich Light Truck	39% from Michelin Base PRI dated 2-1-2003 40% from Michelin Base PRI dated 2-1-2003
Yokohama Light Truck	86% from 2003 Yokohama Data Price
Yokohama Large Truck	
Y785R Tube Type	65% from 2003 Yokohama Commercial
Y785R Tubeless	88% from 2003 Yokohama Commercial
Y713 Traction Tube Type	63% from 2003 Yokohama Commercial
General Large Truck:	
Mud/Snow Tube Type	46% from 2004 Commercial Base Price
Highway Tube Type	43% from 2004 Commercial Base Price
Mud/Snow Tubeless	52% from 2004 Commercial Base Price
Highway Tubeless	46% from 2004 Commercial Base Price

GROUP B: Radial Truck and Bus Tires - Highway Rib, tubeless and tube type. Tires must be all position tires except where noted.

VENDOR I: Tire Center

Brand or Manufacturer: BFGoodrich, Yokohama, General

ITEM	UNIT PRICE	SIZE	PRODUCT CODE	MANUFACTURER
19.	\$73.79	31X10.50R15 C	61216	BFGoodrich
20.	\$26.58	750/R16D	02501	Yokohama
21.	\$171.41	900/R20F	0539102	General
22.	\$201.05	900/R20F M+S	0539103	General
23.	\$181.32	10.00 R-20 G14	78516	Yokohama
24	\$224.67	10.00 R-20 Mud & Snow 14ply	0539105	General
25.	\$43.28	10R22.5 F	78525	Yokohama
26.	\$75.77	LT235/75R15 C	57332	BFGoodrich
27.	\$71.07	LT 215/85R 16D	69635	BFGoodrich
28.	\$77.19	T 235/85R 16E	45879	BFGoodrich
29.	\$188.29	11.R22.5 G	0568023	General
30.	\$220.05	11.R22.5 G Mud & Snow	0568108	General
31.	\$203.35	11.R24.5 G	0568046	General
32.	\$74.88	LT225/75R16D	52053	BFGoodrich
33.	\$81.47	LT225/75R16D M+S	92261	BFGoodrich
34.	\$79.66	LT225/75R 16 E	67515	BFGoodrich
35.	\$84.05	LT235/85R16E M+S	58509	BFGoodrich
36	\$80.47	LT245/75R16 E 10	89589	BFGoodrich
37.	\$87.56	LT245/75R16 Mud & Snow E10	85980	BFGoodrich

STATE OF ARKANSAS REQUEST FOR QUOTATION

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cont. Group B	AASIS MATERIAL #		
Installation for Tires Larger than 16" or Split Rim	\$20.00	10108569	
Balance for Larger than 16"	\$20.00	10108569	
Balance for 16" and Smaller	\$12.50	10108569	
Valve Stems	\$5.00	10108569	

Tire sizes not specifically listed in Group B must be purchased at * % discount from * net government price list dated *

Manufacturer: BFGoodrich 49% from 2003 Michelin Base

Yokohoma

Light Truck 90% from Yokohama Data Price

HD Truck Tube Type
HD Truck Tubeless 62% from Yokohama 2003 Commercial HD Truck Tubeless 88% from Yokohama 2003 Commercial

General

Hwy Tube Type 51% from General 2004 Commercial Hwy Tubeless 54% from General 2004 Commercial Mud/Snow Tube Type Mud/Snow Tubeless 45% from General 2004 Commercial 52% from General 2004 Commercial

GROUP B: Radial Truck and Bus Tires - Highway Rib, tubeless and tube type. Tires must be all position tires except where noted.

VENDOR II: Goodyear Tire & Rubber

Brand or Manufacturer:

ITEM	UNIT PRICE	SIZE	PRODUCT CODE	MANUFACTURER
19.	\$69.51	31X10.50R15 C	753-231-103	Goodyear
20.	\$81.82	750/R16D	744-238-847	Goodyear
21.	\$175.70	900/R20F	138-366-848	Goodyear
22.	\$175.70	900/R20F M+S	138-366-759	Goodyear
23.	\$192.86	10.00 R-20 G14	138-376-848	Goodyear
24	\$205.38	10.00 R-20 Mud & Snow 14ply	138-376-454	Goodyear
25.	\$175.64	10R22.5 F	138-947-125	Goodyear
26.	\$51.38	LT235/75R15 C	796-112-077	Goodyear
27.	\$60.27	LT 215/85R 16D	796-268-195	Goodyear
28.	\$71.00	LT 235/85R 16E	796-045-078	Goodyear
29.	\$187.33	11.R22.5 G	138-802-125	Goodyear
30.	\$194.66	11.R22.5 G Mud & Snow	138-802-453	Goodyear
31.	\$164.83	11.R24.5 G	804-810-019	Goodyear
32.	\$64.69	LT225/75R16D	796-943-195	Goodyear
33.	\$79.64	LT225/75R16D M+S	752-943-476	Goodyear
34.	\$136.53	LT225/75R 16 E	139-830-359	Goodyear
35.	\$71.00	LT235/85R16E M+S	796-045-078	Goodyear
36	\$76.48	LT245/75R16 E 10	753-429-102	Goodyear
37.	\$98.33	LT245/75R16 Mud & Snow E10	411-353-478	Goodyear

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BID NO: SP-05-0104 PAGE 17

cont. Group B	******	AASIS MATERIAL #
Installation for Tires Larger than 16" or Split Rim	\$22.00	10108569
Balance for Larger than 16"	\$19.00	10108569
Balance for 16" and Smaller	\$10.00	10108569
Valve Stems	\$3.00	10108569

Tire sizes not specifically listed in Group B must be purchased at <u>see below for %</u> discounts from <u>Federal Open Market & net government price list</u> dated <u>April 1, 2003</u>

Manufacturer: Goodyear 20% Dept 139

38% Light Truck Radial 38% Light Truck Bias 38% Medium Truck Radial

GROUP C: Truck and Bus Tires - including conventional tread, low platform trailer rib tread, mud and snow tread, tube and tubeless types.

VENDOR I: Bridgestone Firestone

Tires, truck or bus, tube type, nylon and/or polyester cord, conventional tread.

Brand or Manufacturer:

<u>ITEM</u>	<u>UNIT PRICE</u>	<u>SIZE</u>	PRODUCT CODE	<u>MANUFACTURER</u>	AASIS MATERIAL #
38	\$147.05	9.00-20 E10	179-809	FIRESTONE	10011321
39.	\$182.60	10.00-20 F12	179-922	FIRESTONE	10011322
40.	\$54.93	7.00-15 C6	282-464	FIRESTONE	10011314
41.	\$60.44	7.00-15 D	282-472	FIRESTONE	10011323
42.	\$68.05	7.50-16 D	282-286	FIRESTONE	10011324

Installation Charge & Mounting Charge: AASIS MATERIAL #10108569

8.25 & Larger	\$20.00
Smaller	\$2.00
8.25 & Larger: Balance	\$20.00
Smaller	\$10.00
Valve Stems	\$2.00 Light Truck \$5.00 Medium Truck

Tires sizes not specifically listed in Group C must be purchased at zero% discount from

Firestone net government price list dated February 1, 2004

Manufacturer: Firestone

GROUP D: Off-The-Road Tires: Tires, grader, drop center rim, tube and tubeless, nylon and/or polyester.

VENDOR I: Tire Center

Brand or Manufacturer: YKS

<u>ITEM</u>	<u>UNIT PRICE</u>	<u>SIZE</u>	PRODUCT CODE	<u>MANUFACTURER</u>	AASIS MATERIAL #
43.	\$249.53	14.00-24 12 p tubeless	ly 145-251	YKS	10011328
44.	\$381.89	17.5-25 12 ply tubeless	145-255	YKS	10011327

Nylon and/or polyester tires sizes not specifically listed in Group D must be purchased at <u>32</u>% discount from <u>YKS</u> net state price list dated <u>January 1, 2004</u>

Manufacturer: YKS

Tires, grader, drop center rim, tubeless, radial.

Brand or Manufacturer:

<u>ITEM</u>	<u>UNIT PRICE</u>	<u>SIZE</u>	PRODUCT CODE	<u>MANUFACTURER</u>	AASIS MATERIAL #
45.	\$510.51	14.00-24 12 p	oly 15924	Michelin	10011329

Radial tires sizes not specifically listed in Group D must be purchased at <u>35</u>% discount from Michelin net government price list dated February 1, 2003

Manufacturer: Michelin

GROUP D: Off-The-Road Tires: Tires, grader, drop center rim, tube and tubeless, nylon and/or polyester.

VENDOR II: Goodyear Tire & Rubber

Brand or Manufacturer: Goodyear

<u>ITEM UNIT PRICE SIZE PRODUCT CODE MANUFACTURER</u>

43. \$249.00 14.00-24 12 ply (tubeless) 123-442-464 GOODYEAR

44. \$445.20 17.5-25 12 ply (tubeless) 123-897-463 GOODYEAR

Nylon and/or polyester tires sizes not specifically listed in Group D must be purchased at 30%

discount from Federal Open Market & net state price list dated April 1, 2003

Manufacturer: Goodyear

Tires, grader, drop center rim, tubeless, radial.

Brand or Manufacturer:

<u>ITEM UNIT PRICE</u> <u>SIZE</u> <u>PRODUCT CODE</u> <u>MANUFACTURER</u>

45. \$672.70 14.00R-24 12 ply 152-712-409 GOODYEAR

Radial tires sizes not specifically listed in Group D must be purchased at 30% discount from Federal Open Market & net government price list dated April 1, 2003

Manufacturer: Goodyear

GROUP E: Tractor tires, front and rear--including implement.

Tires, tractor, front, tube type, nylon or polyester, rib-tread.

VENDOR I: Goodyear Tire & Rubber

Brand or Manufacturer: Goodyear

<u>ITEM</u>	UNIT PRICE	SIZE	PRODUCT CODE	MANUFACTURER	AASIS MATERIAL #
46.	\$47.48	7.50-16 6 ply Tri-Rib	162-189-404	GOODYEAR	10011330
47.	\$37.04	9.5L-15 8 ply	160-490-218	GOODYEAR	10114545
48.	\$186.97	14.9-28 6 ply	172-690-457	GOODYEAR	10011341
49.	\$34.86	11L-15 8 ply	160-535-218	GOODYEAR	10025941

Tires, tractor, rear, tube type, nylon or polyester, lug-tread.

Brand or Manufacturer: Goodyear

<u>ITEM</u>	<u>UNIT PRICE</u>	SIZE	PRODUCT CODE	<u>MANUFACTURER</u>	AASIS#
50.	\$180.45	14.9-24(13-24) 6 ply	R1 172-673-457	GOODYEAR	10011338
51	\$206.23	16.9-24 6 ply R1	172-130-457	GOODYEAR	10011339
52.	\$154.74	13.5-28 (12-28) (or 13.6-28) 6 ply R1	172-630-457	GOODYEAR	10011340
53.	\$186.97	14.9-28 (13-28) 6 ply	R1 172-690-457	GOODYEAR	10011341
54.	\$238.43	16.9-30 (14-30) 6 ply	R1 172-740-457	GOODYEAR	10011342
55.	\$286.72	18.4-30 6 ply R1	172-787-457	GOODYEAR	10011343
56.	\$302.65	18.4-161 6 ply R1	171-762-412	GOODYEAR	10011344
Install	ation Charge:	Front Farm CS-Inch Rea	\$12.0 ar Farm \$2.00		RIAL#

Tires sizes not specifically listed in Group E must be purchased at <u>30</u> % discount from

Federal Open Market & net government price list dated April 1, 2003

Manufacturer: Goodyear

GROUP E: Tractor tires, front and rear--including implement.

Tires, tractor, front, tube type, nylon or polyester, rib-tread.

VENDOR II: Bridgestone Firestone

Brand or Manufacturer: Firestone

<u>ITEM</u>	UNIT PRICE	SIZE	PRODUCT CODE	MANUFACTURER
46.	\$49.80	7.50-16 6 ply Tri-Rib	355-895	FIRESTONE
47.	\$67.85	9.5L-15 8 ply	357-693	FIRESTONE
48.	\$241.80	14.9-28 6 ply	351-830	FIRESTONE
49.	\$40.11	11L-15 8 ply	339-431	FIRESTONE

Tires, tractor, <u>rear</u>, <u>tube type</u>, nylon or polyester, lug-tread.

Brand or Manufacturer: Firestone

<u>ITEM</u>	<u>UNIT PRICE</u>	<u>SIZE</u>	PRODUCT CO	DDE MANUFACTURER
50.	\$209.98	14.9-24(13-24) 6 ply R1	345-253	FIRESTONE
51	\$258.20	16.9-24 8 ply R1	359-505	FIRESTONE
52.	\$171.09	13.5-28 (12-28) (or 13.6-28) 6 ply R1	345-296	FIRESTONE
53.	\$241.80	14.9-28 (13-28) 6 ply R1	351-830	FIRESTONE
54.	\$268.50	16.9-30 (14-30) 6 ply R1	338-044	FIRESTONE
55.	\$321.80	18.4-30 6 ply R1	352-047	FIRESTONE
56.	\$327.69	18.4-161 6 ply R1	359-564	FIRESTONE
Install	ation Charge :	Front Farm CS-Inch Rear Farm	\$7.50 \$1.50	<u>AASIS MATERIAL #</u> 10108569 10108569

Tires sizes not specifically listed in Group E must be purchased at <u>30</u>% discount from <u>Firestone</u> net government price list dated <u>February 1, 2004</u>

Manufacturer: Firestone

GROUP F: Police Pursuit Radial Tires.

Tires, radial, high speed, tubeless conventional and/or all-season tread, H, V, rated as specified, Standard Load.

VENDOR I: Goodyear Tire & Rubber Co.

Brand or Manufacturer: Goodyear

<u>ITEM</u>	<u>UNIT PRICE</u>	SIZE	PRODUCT CODE	MANUFACTURER	AASIS MATERIAL #
57.	\$49.50	P225/60 R16\	V 732-354-500	GOODYEAR	10011345
58.	\$49.50	P225/70R15 V-speed rated	732-478-500	GOODYEAR	10011347
59.	\$49.50	P235/70R15 V-speed rated	732-807-500 d	GOODYEAR	10011348

Balance: \$10.00 10108569

Valve Stems: \$3.00 10108569

Tires sizes not specifically listed in Group F must be purchased at 50 % discount from

Federal Open Market & net government price list dated April 1, 2003

Manufacturer: Goodyear

GROUP F: Police Pursuit Radial Tires.

Tires, radial, high speed, tubeless conventional and/or all-season tread, H, V, rated as specified, Standard Load.

VENDOR II: Bridgestone Firestone

Brand or Manufacturer: Firestone

<u>ITEM</u>	<u>UNIT PRICE</u>	SIZE	PRODUCT CODE	MANUFACTURER
57.	\$55.58	P225/60 R16V	067-911	FIRESTONE
58.	\$51.80	P225/70R15 V-speed rated	067-938	FIRESTONE
59.	\$53.40	P235/70R15 V-speed rated	069-868	FIRESTONE

AASIS MATERIAL #

Balance: \$8.00 10108569

Valve Stems: \$2.00 10108569

Tires sizes not specifically listed in Group F must be purchased at 52% discount from

Firestone net government price list dated February 1, 2004

Manufacturer: Firestone

COUNTY ZONE LIST

Zone 1

Benton, Carroll, Boone, Marion, Baxter, Washington, Madison, Newton, Searcy, Crawford, Franklin, Johnson, Pope, Van Buren, Sebastian, Scott, Yell

Zone 2

Fulton, Sharp, Randolph, Clay, Izard, Lawrence, Greene, Stone, Cleburne, Independence, Jackson, Craighead, Mississippi, Poinsett, Woodruff, Cross, Crittenden, St. Francis

Zone 3

Conway, Faulkner, White, Perry, Garland, Saline, Pulaski, Lonoke, Prairie, Hot Spring, Grant

Zone 4

Polk, Montgomery, Sevier, Howard, Pike, Clark, Dallas, Little River, Hempstead, Nevada, Ouachita, Calhoun, Miller, Lafayette, Columbia, Union

Zone 5

Monroe, Lee, Jefferson, Arkansas, Phillips, Cleveland, Lincoln, Desha, Bradley, Drew, Ashley, Chicot

TERM AWARD TERMS AND CONDITIONS

- 1. **GENERAL:** All terms and conditions stated in the invitation for bid govern this contract.
- 2. **PRICES:** Prices are firm and not subject to escalation, unless otherwise specified in the invitation for bid.
- 3. **DISCOUNTS:** All cash discounts offered will be taken if earned.
- 4. **TAXES:** Most state agencies must pay state sales tax. Before billing, the contractor should contact the ordering agency to find out if that agency must pay sales tax. Itemize state sales tax when applicable on invoices.
- 5. **BRAND NAME REFERENCES:** The contractor guarantees that the commodity delivered is the same as specified in the bid.
- 6. **GUARANTY:** All items delivered are to be newly manufactured, in first- class condition, latest model and design, including, where applicable, containers suitable for shipment and storage unless otherwise indicated in the bid invitation. The contractor guarantees that everything furnished hereunder will be free from defects in design, workmanship, and material; that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which furnished. The contractor further guarantees that if the items furnished hereunder are to be installed by the contractor, such items will function properly when installed. The contractor also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling, and registration. The contractor's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified in the invitation for bid.
- 7. **AWARD:** This contract award does not authorize shipment. Shipment against this contract is authorized by the receipt of a purchase order from the ordering agency. A written purchase order mailed or otherwise furnished to the contractor results in a binding obligation without further action by either party.
- 8. **DELIVERY:** The term of the contract is shown on the face of the contract award. The contractor is required to supply the state's needs during this term. The number of days required to place the commodity in the receiving agency's designated location under normal conditions is also shown. Consistent failure to meet delivery without a valid reason may cause removal from the bidders' list or suspension of eligibility for award.
- 9. **BACK ORDERS OR DELAY IN DELIVERY:** Back orders or failure to deliver within the time required may be default of the contract. The contractor must give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. If the reason is not acceptable, the contractor is in default. The Office of State Procurement has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere.
- 10. **DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery shall be made during agency work hours only, 8:00 a.m. to 4:30 p.m., unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.

- 11. **STORAGE:** The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.
- 12. **DEFAULT:** All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Default in promised delivery or failure to meet specifications authorizes the Office of State Procurement to cancel this contract or any portion of same and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor.
- 13. **VARIATION IN QUANTITY:** The state assumes no liability for commodities produced, processed or shipped in excess of the amount specified herein.
- 14. **INVOICING:** The contractor shall submit an original and two copies of an itemized invoice showing the bid number and purchase request number when itemized in the invitation for bid. Invoices must be sent to "Invoice to" point shown on the purchase order.
- 15. **STATE PROPERTY:** Any specifications, drawing, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for the use hereunder shall remain property of the state, be kept confidential, be used only as expressly authorized, and be returned at the contractor's expense to the F.O.B. point, properly identifying what is being returned.
- 16. **ASSIGNMENT:** This contract is not assignable nor the duties hereunder delegable by either party without the written consent of the other party to the contract.
- 17. **OTHER REMEDIES:** In addition to the remedies outlined herein, the contractor and the state have the right to pursue any other remedy permitted by law or in equity.
- 18. **LACK OF FUNDS:** The state may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal condition to the contractor by the state. If the state is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim.
- 19. **QUANTITIES:** The state may order more or less than the estimated quantity in the invitation for bid.
- 20. DISCLOSURE: Failure to make any disclosure required by the Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.